Blanket Purchase Agreement [BPA reference and number]

INSTRUMENT OF AGREEMENT

This Agreement is made on the [insert] day of [insert month] 20[insert].

Between

(1) The United Nations Office for Project Services ("UNOPS"), a subsidiary organ of the United Nations, ("UNOPS"); and

(2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert name of country] and having its registered address at [address], [insert name of city and country] (the "Contractor"), together with UNOPS, the Parties.

1. Scope of the Agreement.

1.1. UNOPS intends to retain the Contractor for the latter to [Note to be deleted: choose as applicable [supply goods and/or perform services]] regarding [insert summary description of the services].

1.2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources required for the fulfilment of the obligations assumed by the Contractor in accordance with this Agreement. Particularly, the Contractor represents that it is qualified, ready, willing, and able to [Note to be deleted: choose as applicable [supply the goods and/or perform the services]] in accordance with the Agreement.

1.3. In reliance on the Contractor's representations UNOPS has entered into this Agreement.

1.4. The Agreement does not accord any exclusivity to the Contractor with respect to the [Note to be deleted: choose as applicable ["Goods" and/or "Services"]] listed in Annex 3. UNOPS shall have no limitation on its right to obtain [Note to be deleted: choose as applicable ["Goods" and/or "Services"]] of the same kind, quality and quantity from any other source at any time.

1.5. UNOPS shall have no obligation to purchase any minimum quantities of [Note to be deleted: choose as applicable ["Goods" and/or "Services"]] from the Contractor during the period specified in clause 2 below. This notwithstanding, the Contractor agrees that by entering into this Agreement it is making a commitment to Note to be deleted: choose as applicable [supply goods and/or perform services]] as and when requested by UNOPS through a formal Purchase Order issued to the Contractor. Such a Purchase Order shall:

1.5.1. Be governed by (a) any Special Conditions, Annex 1, (b) the UNOPS General Conditions of Contract, Annex 2, referred to under clause 3.1 below, and (c) this Instrument of Agreement.

1.5.2. Refer to the Note to be deleted: choose as applicable [supply of goods and/or performance of services]] defined in Annex 3, Note to be deleted: choose as applicable ["Goods" and/or "Services"]].

1.5.3. Set out the actual quantities required and other terms and conditions for the delivery of Note to be deleted: choose as applicable ["Goods" and/or "Services"]].

1.5.4. Make reference to this Agreement number (UNOPS BPA/XX/20XX).

1.5.5. Be signed or approved electronically by an authorized representative of UNOPS.

1.6. Each Purchase Order shall be deemed to be a separate contract between the Parties. In the event of a conflict between the provisions of this Agreement and the provision of a specific Purchase Order, this Agreement shall take precedence. Termination or variation of the terms of a Purchase Order shall not, in and of itself, affect any other Purchase Orders or this Agreement.

2. Entry into force. Time limits.

2.1. The Agreement shall enter into force upon its signature by both Parties and shall remain in force through (date) [Date, maximum 12 months after the effective date]. UNOPS shall have the option to extend the validity of this Agreement at the same terms and conditions for (number) additional 12 months.

2.2. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

3. Agreement documents.

3.1. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Agreement, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement:

3.1.1. The Special Conditions included in Annex 1;

3.1.2. The UNOPS General Conditions of Contract included in Annex 2;

3.1.3. This Instrument of Agreement;

3.1.4. UNOPS' solicitation document, reference [insert reference number], dated [insert date], and subsequent amendments and clarifications, not attached hereto but known to and in the possession of both parties, including the Schedule of Requirements, attached hereto as Annex 3;

3.1.5. The Price List included in Annex 4;

3.1.6. The Contractors' quotation [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents not attached hereto but known to and in the possession of both parties.

4. Performance of the Contractor's Obligations.

4.1. The Contractor shall, when and if requested by UNOPS, Note to be deleted: choose as applicable [supply goods and/or perform services]] described in Annex 3 with due diligence and efficiency and in conformity with sound professional, administrative, and business practices. Moreover, the Contractor's performance shall be made in accordance with the relevant Purchase Order issued by UNOPS for a particular purpose; this shall include furnishing all the technical and administrative support, human resources, materials and

equipment necessary to complete the Note to be deleted: choose as applicable [delivery of the goods and/or performance of the services]].

4.2. The performance of the Contractor's obligations shall occur within the lead times specified in Annex 3, and adhering to the particular delivery schedule captured in the relevant Purchase Order.

4.3. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of its obligations as reflected in the relevant Purchase Order.

Maintain the following paragraph if applicable

4.4. At the beginning of each quarter (January, April, July, October) the Contractor may be requested to provide a Quarterly Sales Report to UNOPS. These quarterly reports shall be as a minimum as per the below format.

UNOPS Purchase Orders under BPA # xxxx – Period: dd/mm/yyyy to dd/mm/yyyy						
UNOPS PO#	**PO date**	**Delivery date**	**Item ref.**	**Invoice ref**	**Invoice date**	**PO Value**
TOTAL						

5. Price and payment.

5.1. In full consideration for the complete and satisfactory performance of the Contractor's obligations as per each individual Purchase Order, UNOPS shall make payments to the Contractor as required under the relevant Purchase Order. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer.

5.2. The prices reflected in each Purchase Order shall correspond to those included in Annex 4. Prices reflected in Annex 4 are not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor related to the performance of any of its obligations under this Agreement, including any individual Purchase Order. All reductions in market prices mandated by the originator of the Note to be deleted: choose as applicable [goods and/or services]], if any, will be passed on in full to UNOPS.

5.3. Payments effected by UNOPS to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Agreement and/or an individual Purchase Order, nor as acceptance by UNOPS of the Contractor's performance of such obligations.

5.4. UNOPS shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Note to be deleted: choose as applicable [goods supplied and/or services performed] reflected in the

said invoice. The original invoice shall be submitted by the Contractor to the address specified in the relevant Purchase Order, upon achievement of the corresponding milestones as per the relevant Purchase Order. Under no circumstances shall UNOPS be liable to pay interest on amounts not paid within this period.

6. Notifications pertaining to the Agreement.

6.1. For the purpose of notifications under the Agreement, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

[Insert name of RO/OC Director]

Director

[RO/OC.....]

UNOPS

Address

Ref._____/_____/_____

[Insert contract reference and number]

Phone: [Insert phone number]

Fax: [Insert fax number]

Email: [Insert email address]

For the Contractor:

[Insert name, address, phone, and fax/email]

6.2. Notice by certified mail shall be deemed to have been delivered on the date it is officially recorded as delivered to, or receipt refused by, the Party to whom it is addressed; if a notice is sent by certified mail but cannot be delivered because the Party to whom it is addressed is no longer open for business at that address, the notice shall be deemed to be delivered on the date delivery was attempted.

7. Notifications pertaining to specific Purchase Orders

7.1. Notwithstanding clause 6 above, notices and other communications pertaining to specific Purchase Orders shall be sent to the address of the UNOPS office issuing the relevant Purchase Order, this address would be clearly specified in the relevant Purchase Order.

8. Good faith.

8.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED FOR AND ON BEHALF OF:

UNOPS	The Contractor
_____	_____
Name:[insert name of authorised signatory of UNOPS]	Name: [insert name of authorised signatory of The Contractor]
Title:[insert title in capital blocks]	Title: [insert name in capital blocks]
Date:[insert date]	[insert title in capital blocks]
	Date:[insert date]

ANNEX 1: Special Conditions

[Note to be deleted: The inclusion of Special Conditions must be approved by a UNOPS Legal Advisor. They should be incorporated in certain circumstances where changes and/or additions to the UNOPS General Conditions of Contract for Services or Goods or the Instrument of Agreement are required, either prior to issuing the solicitation documents, or as a result of the response received from the Contractor during the solicitation process. If the contract has no Special Conditions, insert here "Not applicable" and remove the content below.]

Part 1 - Amended Clauses

The clauses within the UNOPS General Conditions of Contract for Services or the Instrument of Agreement are amended in the following manner. If nothing is stated, then no amended conditions apply.

No.	Clause Number	Revised Clause
1		
2		
3		
4		
5		
…		

Part 2 - Added Clauses

The following additional clauses are included in the UNOPS General Conditions of Contract for Services or the Instrument of Agreement as specified below. If nothing is stated, then no additional conditions apply.

No.	Clause Number	New Clause
1		
2		
3		
4		
5		
…		

ANNEX 2: UNOPS General Conditions of Contract

Refer to the relevant document (goods, services or goods and services) and amend the heading accordingly

https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx

ANNEX 3: Schedule of Requirements

[Insert here the Schedule of Requirements]

ANNEX 4: Price List

[Insert here the Price List]